IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGEMENT NO. 608 OF 2003

IN

SUMMARY SUIIT NO. 967 OF 2003

Hsmukhh P. Jain .. Plaintiff.

versus

Jayashree Silk Mills .. Defendant

...

Mr.Ramesh Jain for the plaintiff.

None for the defendant.

CORAM : D.G. KARNIK, J

DATED : 20th April 2005.

P.C:

1. Heard the learned counsel for the plaintiff. None for the defendant. Affidavit of service dated 6th April 2005 tendered by the learned Advocate for the plaintiff is taken on record and marked Exhibit-A.

2. The lerned counsel for the plaintiff tenders

original documents along with a list. The documents are taken on record and collectively marked Exhibit-B.

3. I have perused the plaint and the documents filed on record. As per the defendant’s order, the plaintiff supplied the defendant goods and sent invoices. The defendant failed to pay the price of the goods. The plaintiff has therefore filed this suiit. The plaintff has filed on record the office copy of the invoice and delivery challen and also office copy of the notice with the returned envelope.

4. In the absence of any application for leave to defend or affidavit in reply, averments made in the plaint are deemed to be accepted. The plaintiff is also entitled to a decree under Order 37 Rule 3(6) of the Code of Civil Procedure. In the circumstances, Summons for Judgement is made absolute and the suit of the plaintiff is decreed in terms of prayer clause of the plaint with modification that interest would be payable at 9% p.a. from the date of the suit till payment.

5. Issue court fee refund as per rules.

D.G. KARNIK, J